OLD DOMINION UNIVERSITY
STANDARD CONTRACT

This contract entered into this 14th day of April, 2013 by Colley Avenue Copies & Graphics, Inc. hereinafter called the "CONTRACTOR", and Old Dominion University, hereinafter called the "University".

WHEREAS the University seeks to establish an exclusive contract with the Contractor to provide off-campus copying and duplicating services, in accordance with the Request for Proposal (RFP) #13-221-0016-JLK; and

WHEREAS the CONTRACTOR responded to the University’s RFP in good-faith; and

WHEREAS through the competitive negotiation process the University determined that the proposal submitted by the CONTRACTOR was the most advantageous to the University in all aspects, including but not limited to, providing copying, duplicating, binding, and finishing services for both black & white and color documents, the duplicating of color posters, and any and all other related services on an “as needed basis”; and

WHEREAS the CONTRACTOR was selected by the University to enter into an agreement FOR THE SPECIFIED SERVICES.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein contained, the CONTRACTOR and University agree as follows:

1. PERIOD OF PERFORMANCE:
   a. The contract shall commence May 1, 2013, and will be in effect through April 30, 2014, with;
   b. Upon mutual consent, Contractor and University shall reserve the right to renew this agreement annually up to four (4) additional one-year periods; and
   c. Any necessary amendments or modifications to the terms and conditions of said agreement shall be in writing as a modification to this agreement, and enforceable as though written herein.

2. ENTIRE CONTRACT AGREEMENT AND AMENDMENTS:
The following documents, by inclusive and/or reference, shall constitute the Contract Documents for this Agreement, as follows:
   a. This fully executed agreement;
   b. The Request for Proposals #13-221-0016-JLK dated January 29, 2013;
   c. Addenda #1 dated February 4, 2013;
   d. Addenda #2 dated February 8, 2013;
   e. The Contractor’s Proposal Response dated February 13, 2013, specifically response to Section III., Statement of Needs included herein;
   f. The Contractor’s Best and Final Offer pricing included herein as ATTACHMENT A

3. PRICING:
a. Pricing specified herein shall be valid through April 30, 2014;
b. Should the University agree to renew for any remaining period commencing May 1, 2014, subsequent pricing shall not increase by more than the allowable increase as specified herein;

4. STATEMENT OF NEEDS

A. Specific:
Contractor will be, at a minimum, responsible for providing the following on an "as requested basis":

1. **Copying/Duplicating Services:**
   - Black & White (B&W) Documents – both simplex and duplex;
   - Bright stock, 24#
   - Pastels, 20# and up
   - White Cardstock, 80#
   - Color Documents – both simplex and duplex;
   - Job requests containing both B&W and Color print;
   - Transparencies – both B&W and Color;
   - Brochures – two and three panels, and 2-sided color;
   - Full color on 100# cardstock;
   - Booklets – up to 64 pages, with cover;
   - Flyers – on glossy paper stock, various weights; and
   - NCR forms – 2, 3, and 4 part bound forms, carbonless

2. **Multi-Weight Paper/Stock:**
   Copying/duplicating services for jobs that require the following weight paper/stock: 20, 24, 32, 60, 65, and 90 lbs.

3. **Multi-Size Requests:**
   Copying/duplicating services for jobs that require 8.5" x 11", 8.5" x 14", and/or 11" x 17" paper sizes.

4. **Multi-Type Paper/Card Stock:**
   Copying/duplicating services for both B&W and Color paper size and weights specified above using the following types of paper/card stock: Bond, Laser, Glossy, Bright, Pastel, White, Cover stock, Index stock, and Photo Glossy paper.

5. **Finishing Services:**
   Collating:
   - Stapling:
     - Saddle Stiching; and
     - Hand Staple
   - Folding:
     - half-fold;
     - tri-fold;
     - quarter-fold; and
     - hand-fold
   - Booklet making;
   - Cutting and Trimming, as required;
   - Padding;
   - Hole punching, various numbers (but typically 3-holes)
   - Laminating:
     - 8.75" x 11.25" laminating pouches; and
     - 8.75" x 15.25" laminating pouches.

6. **Binding Services:**
   - Plastic Combs – from .25" to 2" in diameter;
   - Plastic Coil – from .25" to 2" in diameter;
   - Sure Binding – up to 1" thick; and
   - Clear Binding Covers
7. **Wide Format Printing:**
Wide format printing for posters varying in size up to 4' X 4' using either 35# Heavyweight Matte coated paper, or 6.6 mil High Gloss Paper and in some cases requiring a .25” self adhesive foam core backing.

8. **Electronic Formats:**
Acceptance of job request documents in “electronic” formats, using at a minimum, the following media sources:
   i. Email;
   ii. Flash Drive's;
   iii. CD's; and
   iv. Floppy Disc’s, 3.5”

9. **Software Application Formats:**
Receipt and return of electronic files that are prepared using at a minimum, the following application formats:
   i. Adobe Acrobat Professional;
   ii. Various Imaging Programs, i.e. Illustrator, Photoshop, etc.;
   iii. Microsoft Excel;
   iv. Microsoft PowerPoint;
   v. Microsoft Publisher; and
   vi. Microsoft Word

10. **Copywrite Clearance Services:**
*Copyright Clearance Services*, as required for the legal copying/duplicating of copyrighted materials that may be contained in the documents/jobs submitted by the University’s departments.

11. **Overruns:**
The services in the quantities specified; overruns and/or charges for same will not be allowed.

12. **Delivery and Pickup:**
The pickup and/or delivery of job requests and/or finished product.

13. **Pricing Structure:**
A multi-tiered pricing and discount structure based on (i) job type, (ii) job size, (iii) delivery requirements, and (iv) other considerations.

14. **Other Service Delivery Elements:**
   i. The highest possible quality of cost-efficient copying/duplicating and related services;
   ii. The same or better quality and grade of materials and service delivery currently being used by the University, or as requested by the University for related job specific orders;
   iii. The specified turnaround time for all University requests, including “special orders” and/or “rush” deliveries;
   iv. The highest possible level of customer service, including, but not be limited to, meeting as necessary with the University representatives and designers responsible for each job request to:
      * Review job specifications and delivery requirements;
      * If necessary, pick-up artwork, disks, and review final specifications; and
      * Provide finished product.
   v. Expediting Services, i.e., turn around time of 24 hours, if requested

**II. TERMS AND CONDITIONS:**
All terms and conditions associated with this Contract Agreement, both general and special, shall be those terms and conditions specified in Client’s original solicitation document, RFP #13-221-0016-JLK, unless modified herein, as follows:
GENERAL TERMS AND CONDITIONS:

A. **PURCHASING MANUAL:** This contract is subject to the provisions of § 23-38.90 of the Code of Virginia and its associated Rules Governing the Procurement of Goods, Services, Insurance and Construction ("the Rules") and the Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is accessible on the Internet at [www.odu.edu/procurement](http://www.odu.edu/procurement) under "Information for Vendors".

B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the University. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** Contractor certifies to the University that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 10. of the Rules. (the Rules §36.E.)

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Contractor certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

E. **ANTITRUST:** By entering into this contract, the Contractor conveys, sells, assigns, and transfers to the University all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the University, relating to the particular goods or services purchased or acquired by the University under said contract.

F. **PAYMENT:**

1. To Prime Contractor:
   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. Each payment shall be accompanied by a detailed statement of its computation and the Contractor shall furnish supporting documentation to the University upon request;

d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

e. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

f. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the University shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (§ 42. of the Rules).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the University for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the University and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the University, except for amounts withheld as stated in (2) above.

c. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the University.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

G. PRECEDENCE OF TERMS: Paragraphs A-I of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
H. TESTING AND INSPECTION: The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications, including equipment, facilities, personnel, and any other areas deemed necessary.

I. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the University.

J. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The University may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

K. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the University may have.

L. TAXES: Sales to agencies of the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The University’s excise tax exemption registration number is 54-73-0076K.

M. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor...
maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V.

SPECIAL TERMS AND CONDITIONS

A. **ADVERTISING**: During the period of performance under this contract Contractor agrees that no indication of such sales or services to Old Dominion University will be used in product literature or advertising.

B. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. **AUTHORIZED CONTRACT PARTICIPATION**: In accordance with the University’s Rules Governing Procurement of Goods, Services, Insurance and Construction ("Rules Document”), specifically §6, Cooperative Procurement, it is the intent of this solicitation to allow any public body, public or private health or educational institutions, or Old Dominion University’s affiliated agencies and/or corporations, access and use of any subsequent contract(s), as authorized by the Contractor(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), any resultant contract(s) may be extended to the entities as indicated above to purchase at contract prices in accordance with contract terms and conditions. The Contractor(s) shall notify Old Dominion University in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor(s) will provide semi-annual usage reports for all entities accessing the contract(s). Participating entities shall place their own orders directly with the Contractor(s), and shall fully and independently administer and use of the contract(s), including contractual disputes, invoicing and payments, without direct administration from Old Dominion University. Old Dominion University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor(s) to extend participation and use of the contract(s). It is understood and agreed that Old Dominion University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract(s) no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

D. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

E. **CANCELLATION OF CONTRACT**: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. **CONTRACTOR’S TITLE TO MATERIALS**: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

G. **DISCOUNTS**:

1. **PROMPT PAYMENT DISCOUNTS**: The University will pay within 30 days after acceptance.
2. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

H. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the University, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the University or to failure of the University to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

I. **INSURANCE:** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - $100,000.
3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The University must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - $1,000,000 per occurrence.

J. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish The University the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

K. **LIMITATION OF LIABILITY:** To the maximum extent permitted by applicable law, the contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

L. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for four (4) additional one (1) year periods, under the terms of the current contract. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 30-60 days prior to the expiration date of each contract period.

If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract by the lesser of (1) the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or (2) 5%.

If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period by the lesser of (1) the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or (2) 5%.
M. **PRIME CONTRACTOR RESPONSIBILITIES:** The prime Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractor's that may be utilized. Subcontractor's who perform work under this contract shall be responsible to the prime Contractor. The Contractor agree that they are fully responsible for the acts and omissions of any used subcontractor's and of persons employed by same, as well as for the acts and omissions of their own employees.

N. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the University the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

The contractor shall notify the University in writing of the names of subcontractors proposed for the principal parts of the work. The contractor shall not employ any subcontractor that the University may, within a reasonable time, object to as unsuitable. The University will not direct the contractor to contract with any particular subcontractor unless provided in the specifications or proposal form.

The University shall, on request, furnish to any subcontractor, if practicable, the amounts of payments made to the contractor, the Schedule of Values and Requests for Payment submitted by the contractor, and any other documentation submitted by the contractor which would tend to show what amounts are due and payable to the contractor to the subcontractor.

The contractor agrees that he is as fully responsible to the University for the acts and omissions of his subcontractors, suppliers, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

**III. PRINTING T&Cs:**

A. **OVERRUNS/UNDERRUNS:** When applicable, printing will be rejected when the additional per thousand costs, run at the same time (R.A.S.T.) equals or exceeds the base lot per thousand price quoted and/or incremental unit cost. On proposals for multiple part forms and envelopes, the additional per thousand price (R.A.S.T.) shall not exceed the base lot per thousand price quoted and/or incremental unit cost. The University may at its discretion accept an under-run, provided credit is allowed the University at the full base price per unit for the quantity of the under-run.

B. **ACCEPTABLE MILL BRANDS:** When applicable, only those papers listed in the latest edition of The Competitive Grade Finder Directory fine paper directory book, will be considered as equal.

C. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the University. Any furnished materials shall remain the property of the University. All such items and materials shall be delivered to the ordering University in useable condition after completion of the work, and prior to submission of the invoice for payment.

D. **PRINTING PICK-UPS/DELIVERIES:** When applicable, Contractor shall be responsible for all pick-ups and deliveries of all materials.

**IN WITNESS WHEREOF,** the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**
Colley Avenue Copies & Graphics, Inc.

By: [Signature]
Joaquin B. Chacon, Jr.

**UNIVERSITY:**
Old Dominion University

By: [Signature]
Harry R. Smithson, Jr.

Title: Owner
Title: Procurement Services Manager

Date: 4-19-13
Date: 4-2-13

Page 9 of 13
## ATTACHMENT A

### PRICING:

**8.5” X 11” Paper**

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### Forms

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Business cards
Full Color:
Full Color of same card single sided (s/s)  
250  500  1000  1500  2000  2500
33.00  37.00  39.00  61.00  77.00  99.00

Business cards Raised Ink:
Raised/black ink of same card s/s  
250  500  1000  2000  3000  4000
28.00  29.00  37.00  62.50  88.00  113.50

Raised/Dark Blue/540 of same card s/s  
250  500  1000  1500  2000  2500
32.00  36.00  50.00  88.50  118.00  147.50

SERVICES:
Copyright Clearance Service fees only the actual copyright cost is passed on to the student, ODU is not charged for this service,

Typesetting Fees Cost Per Hour first hour is free, then $30 per hour after, billed for actual time, not increments of time (if it was 7 minutes, you are billed for 7 minutes at .50 per minute)

Graphic Design Services Cost Per Hour first hour is free, then $30 per hour after, billed for actual time, not increments of time (if it was 7 minutes, you are billed for 7 minutes at .50 per minute)

Conference/Special Project Consultation Per Hour, we do not charge for this item

Overrun Charge our policy is to not do overruns, in the event that an overrun happens, we do not deliver or charge for overruns

Pick-up / Delivery Charge free with $25.00 minimum order

Rush Order Charge we do not charge a fee for rush orders

Lamination Per Sq Ft  
3 mil 2.50 per square foot
5 mil 2.70 per square foot
10 mil 2.95 per square foot

Encapsulation Per Sq Ft  
3 mil $3.75 per square foot
5 mil $3.95 per square foot
10 mil $4.25 per square foot

Mounting Per Sq Ft.  
Foamcore Per Sq Ft.  
1/8 = $2.05 per sq ft
1/4= $2.25 per sq ft
1/2= $2.65 per sq ft

Gatorboard Per Sq Ft.  
1/8 = $4.40 per sq ft
1/4= $5.41 per sq ft
1/2= $5.91 per sq ft
Collation, machine
collation no charge,
Manual collation
$30.00 per hour
Stapling Machine .02, hand .05
Folding: per sheet folded
Folding: in half, per sheet .02 per sheet
Folding: Trifold - per sheet
folded .04 per sheet Folding:
Gate - per sheet folded .04 per
sheet Cutting/Trimming, per 100
sheets = $2.00 per cut,
By hand = $30.00

Oversized

18 x 24 full color single sided coroplast yard signs with spikes $8.00
18 x 24 full color double sided coroplast yard signs with spikes $14.00

Over Sized Presentation/Conference Posters $5.00 per square foot, no charge for cutting posters to crop marks

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| Padding – per pad (letter size, half
page & quarter size sheets) |       |         |          |           |           |       |

Please clarify the application of any shipping charges and delivery requirements within the Hampton Roads area and outside of Hampton Roads. Only actual shipping charges are passed through to client. We do not charge a handling fee for shipping.

The University utilizes purchase orders as well as the Bank of America PCard for transactions up to the cardholder’s limit (not to exceed $4,999). Are there any additional fees charged for use of the University credit card? We do not charge additional fees for using a Purchasing Card.